

ORIGINAL

CLERK US DISTRICT COURT  
NORTHERN DIST. OF TX  
FILED

N THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

DEPUTY CLERK

Melvin Roberson

Plaintiff

V.

LEAR CORPORATION AND

UA W Local 129

Defendant(s)

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§  
§  
§

3-13CV0954-N

Civil Action No. \_\_\_\_\_

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**PLAINTIFF'S APPLICATION IN SUPPORT  
MOTION TO VACATE ARBITRATION AWARD**

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Plaintiff Melvin Roberson asks the Court to vacate the arbitration award in this case.

A. INTRODUCTION

1. Plaintiff is Melvin Roberson; defendant is Lear Corporation and UAW Local 129.
2. The parties submitted the dispute to arbitration. On August 22, 2012, at The Crown Plaza, Arlington, Texas, an arbitration hearing was held. On November 26, 2012, the arbitrator issued an award in favor of Lear Corporation and granted Denial of Plaintiff's Grievance.
3. Plaintiff files this motion to vacate the arbitration award.

B. JURISDICTION

4. The court has jurisdiction over the law suit under 28 U.S.C § 1332(a) because the plaintiff David L. James and defendants Lear Corporation and defendant International Union, United Automobile Aerospace and Agricultural Implement Workers of America and International (UAW) are residents of different states and the amount in controversy exceeds \$75, 000.00 in interest and cost.

Additionally, the court has jurisdiction pursuant to section 301 of the Labor Management Relations Act, 29 U.S.C. Secs. 141-87 ("LMRA"); plaintiff David Lee James and defendant's International Union, United Automobile Aerospace and Agricultural Implement Workers of America and International (UAW) and Lear Corporation are resident of deferent states and jurisdictions.

### C. VENUE

5. Venue is proper in this district under 28 U.S.C. §1391(a)(1)§1391(b)(1) because defendant Lear Corporation and UAW Local 129 resides this district, because a substantial part of the events or omissions giving rise to this claim occurred in this district.

### B. ARGUMENT

6. A motion to vacate an arbitration award must be served within three months after the award is filed or delivered. 9 U.S.C. §12. In this case, the award was received on or about December 7, 2012, and plaintiff served this motion on March 4, 2013. Therefore, this motion was timely served.

7. The arbitration award should be vacated because of bias or misconduct. 9 U.S.C. §10(a). Specifically, the Court should vacate the arbitration award for the following reasons:

- a. The award was procured by corruption, fraud, or undue means. 9 U.S.C. §10(a)(1); *MidAmerican Energy Co. v. Int'l Bhd. Of Elec. Workers Local 499*, 345 F.3d 616, 622-23 (8<sup>th</sup> Cir. 2003). Arbitrator Fagan and representative J.B. Brown of UAW agreed to have plaintiff's National Labor Relations Board complaints dismissed in order to facilitate a biased and apparently corrupt Arbitration proceeding. **See Exhibit "A"**.
- b. There is evidence of partiality or corruption by the arbitrator. 9 U.S.C. §10(a)(2); *Commonwealth Coatings Corp. v. Cont'l Cas. Co.*, 393 U.S. 145, 147 (1968). Arbitrator Fagan and representative J.B. Brown of UAW agreed to have plaintiff's National Labor Relations Board complaints dismissed in order to facilitate a biased and apparently corrupt Arbitration proceeding. **See Exhibit "A"**.
- c. The arbitrator was guilty of misconduct of misbehavior that prejudiced the rights of Plaintiff. 9 U.S.C. §10(a)(3); *Tempo Shain Corp. v. Bertek, Inc.*, 120 F.3d 16, 19-20 (2d Cir. 1997). Arbitrator Fagan utilized clearly inadmissible evidence of plaintiff's prior employment history with Lear that was "more prejudicial than

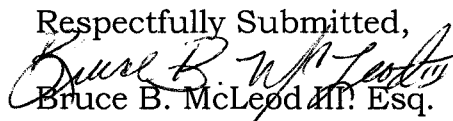
probative". **See Exhibit "B"**.

- d. The arbitrator exceeded its powers or executed them so imperfectly that there was no mutual, final, and definite award. 9 U.S.C. §10(a)(4); see *Stolt-Nielsen S.A. v. AnimalFeeds, Int'l Corp.*, \_\_\_ U.S. \_\_\_, 130 S. Ct. 1758, 1767-68 (2010); *Timken Co. v. Local Union No. 1123, United Steelworkers*, 482 F.2d 1012, 1014-15 (6th Cir. 1973); *Orion Shipping & Trading Co. v. E. States Petroleum Corp. of Pan., S.A.*, 312 F.2d 299, 300-01 (2d Cir. 1963). Arbitrator erroneously interpreted the use of inflammatory and incomplete testimony in issues in order to award against plaintiff in violation of the arbitration proceedings. **See Exhibit "B"**.

### C. ATTACHMENTS

8. In support of this motion to vacate, plaintiff includes documents in the attached exhibits, which is incorporated by reference. 9 U.S.C. §13.

Respectfully Submitted,

  
Bruce B. McLeod III, Esq.

By: /s/ Bruce B. McLeod III, Esq.

Bruce B. McLeod III, Esq.  
Counsel for Defendant  
DC Bar # 978256  
1825 Market Center Blvd.  
Suite 600-B  
Dallas, Texas 75207  
Phone: 214-760-1989  
Facsimile: 214-760-1943

### CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been served United Auto Workers Local 129, CRM 7011 3500 0002 0806 0319 at 3905 Broadway Ave Fort Worth, TX 61173. Also Christopher Mazzoli Esq. at 1701 N. Market St. Suite 200 Dallas, TX 75202, CRM 7011 3500 0002 0806 0333 on the 4th day of March, 2013.

/s/ Bruce B. McLeod III, Esq.  
BRUCE B. MCLEOD III ESQ.

## **EXHIBIT “A”**

**Region 5**

**DALLAS AREA OFFICE**  
1341 W. Mockingbird Ln, Suite 301W  
Dallas, Texas 75247-6901



Phone: (214) 267-6550  
Fax: (214) 267-6565



INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE & AGRICULTURAL IMPLEMENT WORKERS OF AMERICA - UAW

*Gary Jones*

**Director**

(Member, International Executive Board)

*Bob King*  
President

*Dennis Williams*  
Secretary- Treasurer

Certified 7011 3500 0000 4292 9377

December 3, 2012

Mr. Melvin Roberson  
P. O. Box 200222  
Arlington, TX 76006-0222

Re: FMCS Case #12-0309-01868-3

Dear Melvin:

An arbitration was held on August 22, 2012 at the Crown Plaza Suites, 700 Avenue H East, Arlington, TX 76011, on your behalf. The Arbitrator was Joseph J. Fagan. A transcript was taken by Kendra Rowland, CSR No. 5500 of Atkinson-Baker, Inc., Court Reporters.

Arbitrator Fagan issued his decision on November 26, 2012 in which he denied the grievance. I am enclosing a copy of the decision issued by Arbitrator Fagan.

If you have any questions, please let me know.

Sincerely,

J. B. Brown, Int'l. Representative  
International Union, UAW

JB/jr/opeiu494aflicio

Alaska, Arizona, Arkansas, California, Colorado, Hawaii, Idaho, Kansas, Louisiana, Missouri,  
Nevada, New Mexico, Oklahoma, Oregon, Texas, Utah, Washington



Before  
Joseph J. Fagan  
Arbitrator

\*\*\*\*\* )  
In the Matter of Grievance Arbitration Between: )  
Lear Corporation )  
and )  
UAW Local 129 )  
\*\*\*\*\*

FMCS #: 120309-01868-3, Discharge

**For the Company:**

Christopher Mazzoli, Attorney  
Peter Camarata, VP Human Resources  
Al Devore  
Greg Nickels  
Ryan Brueckner, Human Resource Director  
Shane Luxton, Assistant Human Resource Director

**For the Union:**

Frank Inman, International Union Representative-Retired  
J.B. Brown, International Union Representative  
Maverick Gayden, Committee Chairperson  
Melvin Roberson, Grievant

**Issue:**

Was the termination of grievant, Melvin Roberson, for just cause? If not, what is the proper remedy?

**Jurisdiction:**

The parties selected Joseph J. Fagan (hereinafter the "Arbitrator") from a list of arbitrators provided by the Federal Mediation and Conciliation Service (FMCS) to hear and decide the instant case. Lear Corporation, Arlington Plant (hereinafter the "Company") is located at 1501 E. Bardin Rd, Arlington, Texas 76018, and is represented by the United Automobile Aerospace and Agricultural Implement Workers of America, Local 129, UAW (hereinafter the "Union") located at 3905 Broadway Ave., Fort Worth, TX 76117. A hearing commenced at 9:00 AM CST, on August 22, 2012, at the Crown Plaza Suites, 700 Avenue H East, Arlington, TX 76011. A transcript was taken by Kendra Rowland, CSR No. 5500, of Atkinson-Baker, Inc. Court Reporters. All witnesses were sworn and all evidence was subject to cross examination. At the conclusion of testimony each of the parties requested to submit a brief. On September 9, 2012, a motion to supplement the record was received by the Arbitrator from the Company. The Union objected to the supplement being entered into the record, however, since final briefs had not been received the supplement was entered into the record. On October 22, 2012, final briefs were received via email and exchanged via email by the Arbitrator. The hearing was declared closed.

**Statement of Facts:**

The dispute is being arbitrated under the provisions of the Collective Bargaining Agreement (hereinafter the "CBA") in effect from the period of April 5, 2009, to June 27, 2012. The parties stipulated at the hearing the grievance is properly before the Arbitrator. The Company, in a letter (Company #1) dated March 3, 2011, Melvin Roberson (hereinafter the "Grievant") was notified he was being terminated. The letter stated in part,

"... We find that you violated the following plant rules Shop Rule 8, 25, 30. As a result we are terminating your employment effective today." The Grievant, a fourteen (14) year employee, who is a present and past Union official, was involved in two (2) altercations with the same employee (Darrin Robertson) on Thursday, February 17, 2011.

There was testimony by Darrin Robertson (Tr. pp. 57). A conversation took place between him and the Grievant on February 15, 2011, in the Company parking lot concerning an overtime grievance. The grievance not only involved overtime but impacted Darren Robertson's breaks. He did not believe he was receiving his appropriate breaks, and that was his primary concern. Further, he believed the cause was the absence of the alternate committee person (C.C. Hanchett) from the work area. He stated she was always away on Union business, instead of in the work area.

Ryan Brueckner testified (Tr. pp. 149), the Grievant entered a meeting on February 16, 2012, and reported a fellow employee had followed him to the parking lot and had put his hands on him. When asked who the employee was he repeatedly declined to identify the employee. He said he would handle the situation himself. Union officials present at the meeting cautioned the Grievant about taking matters into his own hands. No one in the meeting would reveal the identity of the other employee. It is evident that all of the members of the Union committee knew the other employee was Darren Robertson.

On Thursday February 17, 2012, two (2) altercations took place between the Grievant and Darren Robertson approximately ten (10) to fifteen (15) minutes apart. The first altercation took place in front of the Union office that is located inside the plant; the second altercation took place in the plant work area by the "rail" (Company #6). Darren Robertson spoke with the Grievant on or about February 15, 2012, regarding what he considered his lack of breaks (Tr. pp. 57). He considered the problem was that his alternate committee person who had been absent from the line. The Grievant is a union committee person. If Darren Robertson had a grievance he would have had to speak to the Grievant concerning this matter. On February 17, 2012, Darren Robertson approached the Grievant outside of the Union office. Words were exchanged and the Grievant proceeded to grab Darren Robertson and put him in a choke hold of some sort. The Grievant's actions were witnessed by Warren Hawkins and also by others (Tr. pp. 24). There is no doubt from the arbitration testimony this altercation took place.



The second altercation took place on the plant floor (work area). It is unclear how the fight started but there is again no doubt from the arbitration testimony the fight took place. There was testimony reporting that the Grievant and Darren Robertson were rolling around on the floor fighting (Tr. pp. 36, 44, 52). A knife with an open blade was observed laying on the floor. No one saw who actually had the knife. There was no witness testimony regarding the actual stabbing. Both men were injured. The Grievant sustained a laceration to the head (Union #1) which required three (3) staples. Darren Robertson required eight (8) stitches (Company # 5) to close a knife wound to his shoulder.

The Assistant Human Resource Director, Shane Luxton, was in his office and heard a commotion on the plant floor (Tr. pp. 91), at approximately the same time C.C. Hanchett entered the office yelling that there was a fight. By the time he reaches the area where the fight took place both the Grievant and Darren Robertson had left the area. Shane Luxton observed a large pool of blood on the floor. Security was notified and the Arlington police were called. The knife involved was picked up off the floor by Warren Hawkins, the Union President, who tried to hand the knife to the Plant Manager. However, he would not take the knife (Tr. pp. 31). Both employees the Grievant and Darren Robertson were put on "notice", a term used to designate possible impending discipline. Both the Grievant and Darren Robertson were told to leave the property and not return. On February 17, 2011, the Grievant was issued a letter informing him he was suspended pending further investigation of the incident (Tr. pp. 139). On February 21, 2011, both the Grievant and Darren Robertson were sent a letter outlining two (2) options to submit their side of the story. They could participate in a conference call, with management and a union representative, or they could submit their statement in writing. The Grievant chose the latter, Darren Robertson chose the former. Management decided due to the severity of the incident, it would be prudent not to meet on plant property. Shane Luxton took several days to conclude his investigation. All the evidence was shared with the Union (Tr. pp. 132).

After the investigation was completed Ryan Brueckner reviewed both the evidence gathered and the witness's statements (Tr. pp. 167, 168), he made the decision to terminate both the Grievant and Darren Robertson.

**Relevant Contract Provisions:**

**Collective Bargaining Agreement**  
**2009-2012**

**ARTICLE 3**

***Management Rights***

***Section 1: Sole Right to Manage Business***

***The Company retains the sole right to manage business, including the right to decide the number and location of plants, the machine and tool equipment, the products to be manufactured, the method of manufacturing, the schedule of production, the process manufacturing or assembling, together with designing, engineering, and the control of raw materials, semi-manufactured and finished parts which may be incorporated into the products manufactured; to maintain order and efficiency in its plant and operations, to make improvements, and set standards production, to hire, layoff, assign, transfer, and promote employees and to determine the starting and quitting time and the number of hours to be worked including the direction and implementation of Continuous Improvement; subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided in this Agreement.***

***Section 2: Sole Right to Discipline for Cause***

***The Company retains the sole right to discipline and discharge employees for cause, provided that in the exercise of these rights it will not act wrongfully or unjustly or in violation of the terms of this Agreement.***

***Section 4: Shop Rules***

***The Company shall have the right to establish shop rules and policies from time to time that are not inconsistent with the provisions of this agreement. Such rules and policies will be prominently posted in the plant. Management will notify the Union before implementing changes in these rules or policies. The Union reserves the right to protest the application of these rules and policies through the grievance procedure.***

## **Article 5**

### **Grievance Procedure**

#### **Section 3: Arbitration**

*Arbitration shall be invoked by written notice to the other party of intention to arbitrate within the above specified time period. The party desiring arbitration shall notify the Federal Mediation and Conciliation Service (FMC) within ten (10) working days following the notice to arbitrate. It shall be referred to an arbitrator as follows: The FMC will provide a list of five (5) arbitrators. The Union and the Company may each delete two (2) names. The remaining name shall be the arbitrator for the matter. And the arbitrator's decision shall be final and binding on both parties.*

#### **Section 4: Arbitrators Fee**

*The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them.*

#### **Section 5: Power of Arbitrator**

*The Arbitrator shall not be empowered to add to, subtract from, or change any of the terms of this Agreement, any supplements or additions thereto, nor be empowered to order back pay for a period longer than thirty (30) days prior to the date of submission of the written grievance. The Arbitrator shall have jurisdiction only to interpret, apply and determine compliance with the provisions of this Agreement and to modify the degree of discipline imposed by the Company, insofar as the Arbitrator may deem necessary for the determination of the grievance appealed to them. The Arbitrator shall have no power to establish wage rates, work, or schedules. The Arbitrator shall have no power to substitute his/her discretion in cases where the Company is given sole discretion to act by this Agreement or any supplement or amendment thereto. In the event the Arbitrator decides they have no power to decide or rule on an issue, they shall so rule and the matter shall be referred back to the parties.*

#### **Section 10:**

*Disciplinary action determined to be inappropriate through the grievance procedure process will be removed from the employee's record.*

**Position of the Parties:**

**Company Position:**

Did the Company have just cause to discharge the Grievant, Melvin Roberson, for fighting in violation of shop rules?

**Union Position:**

Was the Grievant, Melvin Roberson, discharged for 'just cause' under the terms of the Agreement? If not, what is the proper remedy?

**Discussion:**

This Arbitrator believes the standards set forth by arbitrator Carroll Dougherty in his case Enterprise Wire, 46 LA 359 (1966) should be used as a guide to determine whether a company has just cause to discharge a grievant. These are widely accepted standards that arbitrators have applied to discipline cases for years. In the Enterprise Wire case, arbitrator Dougherty presents seven (7) questions that a company or employer, must answer in order to discipline or terminate an employee. An answer of "no" to any question means the company or employer does not have just cause to terminate or discipline the employee.

1. *Did the Employer provide the Grievant forewarning or foreknowledge of the possible or probable disciplinary consequences of the Grievant's conduct?*

During testimony the Company entered Joint Exhibit # 2, "General Work Rules". The Grievant's employment history acknowledges that he was counseled on numerous occasions concerning his nefarious behavior. The Grievant has been a union official a majority of the fourteen (14) years he has been employed at the Lear plant.

2. *Was the Employer's rule or managerial order reasonably related to (a) the orderly efficient and safe operation of the Employer's business and (b) the performance the Employer might properly expect from the employee?*

The Company has a duty to provide a safe and harassment free workplace for all employees.

3. *Did the Employer, before administering discipline to the Grievant, make an effort to discover whether the Grievant did in fact violate or disobey a rule or order of management?*

Shane Luxton, the Assistant Human Resource Manager, conducted the initial investigation. Ryan Brueckner, Human Resource Director, conducted the follow-up investigation and reviewed the facts of the incident. There is no doubt two (2) altercations took place which were in violation of the "General Work Rules".

4. *Was the Employer's investigation conducted fairly and objectively?*

"For a disinterested evaluation to be conducted, some management official other than the supervisor who imposed discipline is generally required". (Just Cause The Seven Test, 2<sup>nd</sup> edition, pp 230.) As stated in aforementioned 3, one would believe enough layers of management reviewed the disciplinary action.

5. *At the investigation did the "judge" obtain a preponderance of the competent evidence or proof that the Grievant was guilty as charged?*

The evidence was reviewed. Witness statements were taken, and again there was no disputing the two (2) altercations took place.

6. *Had the Employer applied its rules, orders and penalties evenhandedly and without discrimination to all employees?*

There was testimony no other employee had been terminated for fighting, although one case was currently in the grievance procedure. There was no testimony an altercation of this severity had ever taken place in the plant.

7. *Was the degree of discipline administered by the Employer in a particular case reasonably related to (a) the seriousness of the Grievant's proven offense and (b) the record of the Grievant's service to the Employer?*

The Grievant was a fourteen (14) year employee, with no evidence or testimony at the hearing that his job skills were less than expected by the Company. However, the Grievant has a history of being confrontational with both management and other employees.

A short discussion may be found in Remedies in Arbitration by Marvin Hill, Jr. and Anthony V. Sinicropi, 1981. A complete discussion on the topic may be found in Just Cause The Seven Tests by Adolph Koven and Susan Smith, 1992.

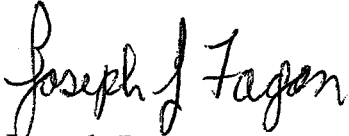
There are other issues the Union maintains should be taken into consideration in the termination of the Grievant. The Union maintains the Company did not conduct a proper investigation. A proper investigation should take place face to face; therefore, the Grievant was denied due process. There was no testimony any union official made a request for a face to face meeting. The Grievant's due process was not compromised by the methods used to investigate the incident.

The fact remains two (2) altercations took place February 17, 2011, at the Lear plant. The second altercation resulted in injuries requiring hospital treatment for both employees. The Grievant initiated the first altercation, and actively participated in the second altercation. Workplace violence has become a serious issue; companies have a duty to provide a violence free workplace for all employees.

**Award:**

Therefore, for the reasons cited above the grievance is denied.

Sincerely,

A handwritten signature in cursive script that reads "Joseph J. Fagan".

Joseph J. Fagan

Arbitrator

Issued this 26<sup>th</sup> day of November, 2012

## **EXHIBIT “B”**





UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 16  
819 TAYLOR STREET, ROOM 8A24  
FORT WORTH, TX 76102-6107

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (817)978-2921  
Fax: (817)978-2928

February 26, 2013

MR. MELVIN ROBERSON, III  
POST OFFICE BOX 200222  
ARLINGTON, TX 76006-0222

Re: Lear Corporation  
Case No. 16-CA-027476

DEAR MR. ROBERSON:

We have carefully investigated and considered your charge that **LEAR CORPORATION** has violated the National Labor Relations Act.

**Decision to Dismiss:** Based on that investigation, I have decided to dismiss your charge because there is insufficient evidence to establish a violation of the Act.

**Your Right to Appeal:** You may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals. If you appeal, you may use the enclosed Appeal Form, which is also available at [www.nlrb.gov](http://www.nlrb.gov). However, you are encouraged to also submit a complete statement of the facts and reasons why you believe my decision to dismiss your charge was incorrect.

**Means of Filing:** An appeal may be filed electronically, by mail, or by delivery service. Filing an appeal electronically is preferred but not required. The appeal MAY NOT be filed by fax. To file an appeal electronically, go to the Agency's website at [www.nlrb.gov](http://www.nlrb.gov), click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. To file an appeal by mail or delivery service, address the appeal to the **General Counsel at the National Labor Relations Board, Attn: Office of Appeals, 1099 14th Street, N.W., Washington D.C. 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me.

**Appeal Due Date:** The appeal is due on **March 12, 2013**. If you file the appeal electronically, we will consider it timely filed if you send the appeal together with any other documents you want us to consider through the Agency's website so the transmission is completed by **no later than 11:59 p.m. Eastern Time** on the due date. If you mail the appeal or send it by a delivery service, it must be received by the **Office of Appeals in Washington, D.C.** by the close of business at **5:00 p.m. Eastern Time** or be postmarked or given to the delivery service no later than March 11, 2013.

**Extension of Time to File Appeal:** Upon good cause shown, the General Counsel may grant you an extension of time to file the appeal. A request for an extension of time may be filed electronically, by fax, by mail, or by delivery service. To file electronically, go to [www.nlrb.gov](http://www.nlrb.gov), click on **E-File Documents**, enter the NLRB Case Number and follow the detailed instructions. The fax number is (202)273-4283. A request for an extension of time to

Lear Corporation  
Case 16-CA-027476

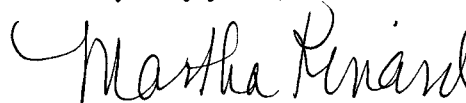
- 2 -

February 26, 2013

file an appeal **must be received on or before March 12, 2013**. A request for an extension of time that is mailed or given to the delivery service and is postmarked or delivered to the service before the appeal due date but received after the appeal due date will be rejected as untimely. Unless filed electronically, a copy of any request for extension of time should be sent to me.

**Confidentiality:** We will not honor any claim of confidentiality or privilege or any limitations on our use of appeal statements or supporting evidence beyond those prescribed by the Federal Records Act and the Freedom of Information Act (FOIA). Thus, we may disclose an appeal statement to a party upon request during the processing of the appeal. If the appeal is successful, any statement or material submitted with the appeal may be introduced as evidence at a hearing before an administrative law judge. Because the Federal Records Act requires us to keep copies of case handling documents for some years after a case closes, we may be required by the FOIA to disclose those documents absent an applicable exemption such as those that protect confidential sources, commercial/financial information, or personal privacy interests.

Very truly yours,



MARTHA KINARD  
REGIONAL DIRECTOR

Enclosure

cc GENERAL COUNSEL  
OFFICE OF APPEALS  
FRANKLIN COURT BUILDING  
NATIONAL LABOR RELATIONS BOARD  
1099 14<sup>TH</sup> STREET, NW  
WASHINGTON, DC 20570

MR. CHRIS MAZZOLI, ESQ.  
BODMAN, L.L.P.  
201 W. BIG BEAVER ROAD, SUITE 500  
TROY, MI 48084-4160

MR. SHANE LUXTON,  
LABOR RELATIONS MANAGER  
LEAR CORPORATION  
1501 E. BARDIN ROAD  
ARLINGTON, TX 76018-2100

JS 44 (Rev. 09/11)

## CIVIL COVER SHEET

The JS 44 civil coversheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

## I. (a) PLAINTIFFS

*Marvin Robertson*

## DEFENDANTS

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

NOTE:

IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

*CHRISTOPHER M. HAZZOLI*  
1701 MARSH ST. #200 DALLAS TX 75202

(b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

*Bruce B. McLeod III PC.*  
19351 MARSH ST. SUITE 600-B DAL TX 75207

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                                   | DEF                        |   | PTF                        | DEF                                   |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input checked="" type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee (Prisoner Petition) <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

## V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

*28 USC 1332a and 42C 151-87 (LMRA)*

Brief description of cause: *Application Vacate Arbitration*

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND:

☐ Yes ☒ No

## VIII. RELATED CASE(S)

PENDING OR CLOSED:

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

*03/04/2013*

*Bruce B. McLeod*

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE